



**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES**

**PUBLIC PARKING AUTHORITY OF PITTSBURGH**

**ON-CALL ARCHITECTURAL/ENGINEERING CONSULTANT**

**DATE ISSUED: March 18, 2016**

**DAVID G. ONORATO**

**EXECUTIVE DIRECTOR**

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## INTRODUCTION

The Public Parking Authority of Pittsburgh ("Authority") desires to retain a consultant (the "Consultant") to perform on-call services that include those of Architects, Engineers and other professionals as may be required for various maintenance and capital improvement projects of Authority owned facilities (collectively the "Parking System"). As more fully set forth in this Request for Proposals for Professional Services (the "RFP"), the Authority is requesting proposals from qualified respondents that have demonstrated experience in providing any or all of a full range of architectural, engineering and design services in major U.S. cities.

### **1. ABOUT THIS DOCUMENT**

This document is a Request for Proposals for Professional Services. It differs from an invitation for bid in that the Authority is seeking a solution, not a quotation meeting firm specifications for the lowest price. As such, the lowest price proposal does not guarantee an award recommendation. Instead, proposals will be evaluated based upon the criteria set forth herein and factors such as quality, experience in the field, availability and/or capability may figure into the evaluation.

The request for proposal process allows the Authority to negotiate with select respondents prior to awarding a contract. The Authority will thoroughly review all proposals received in a timely fashion and will utilize its best judgment when determining which respondents, if any, to schedule meetings with after receipt of all proposals. Subject to the other terms and conditions of this RFP, only those respondents that are qualified and responsible, as determined by the Authority, in its sole and absolute discretion, will be considered for an award of a contract hereunder.

### **2. PARKING SYSTEM DESCRIPTION**

**A. Garage Facilities:** The Authority owns or leases ten (10) garage facilities and two (2) manned parking plazas in the City of Pittsburgh (collectively, the "Garage Facilities"). Eight of the Garage Facilities are located in the Downtown area and there is one Garage Facility in each of the neighborhoods of Shadyside and Oakland. Exhibit "A," attached hereto and made a part hereof, details the address of each of the Garage Facilities.

**B. Surface Parking Lots:** The Authority owns or leases thirty-one (31) surface parking lots in the City of Pittsburgh (collectively, the "Parking Lots"). Exhibit "B," attached hereto and made a part hereof, details the address of each of the Parking Lots.

### **3. SCOPE OF WORK / PROJECT TIMELINE**

**A. Scope of Work:** The Scope of Work for this RFP is set forth on Exhibit "C", attached hereto and made a part hereof (the "Scope of Work").

**B. Project Timeline:** The contract for these retained professional services will be for work performed on projects initiated during the Authority's 2016 Fiscal year through 2019 for a period of three (3) years. The Authority shall have the option to extend the contract for one (1) additional year two times by giving the consultant written notice of extension no later than thirty (30) days prior to the expiration date.

**4. SCHEDULE AND DEADLINES FOR RFP**

<b>EVENT</b>	<b>TIME AND/OR DATE</b>
RFP Issued	Friday, March 18, 2016
Mandatory Pre-Proposal Meeting	Wednesday, March 30, 2016 at 10:00 a.m. EST
Deadline For Respondents to Submit Questions and Requests for Clarification/Interpretation/ Modification ("Request for Clarification Due Date")	Tuesday, April 12, 2016 at 4:00 p.m. EST
Deadline for Submission of Proposals ("Proposal Due Date")	Thursday, April 21, 2016 At 4:00 p.m. EST
Anticipated Board Action	May 26, 2016

**5. ADMINISTRATIVE REQUIREMENTS AND RELATED INFORMATION**

**A.** To be considered responsive, consultants must submit (a) one (1) electronic copy on compact disc of their proposal and (b) three (3) hard copies of their proposal in a clearly marked envelope by 4:00 p.m. EST on Thursday, April 21, 2016 to the following address:

Christopher Holt, Director of Project Management  
Pittsburgh Parking Authority  
232 Boulevard of the Allies  
Pittsburgh, PA 15222-1616

**B.** Any proposals received after 4:00 p.m. EST on Thursday, April 21, 2016 will be rejected.

**C.** The Authority reserves the right to extend or postpone the date and time for accepting proposals through an addendum to this RFP.

**D.** All proposals shall be signed by an individual authorized to bind the respondent and execute contracts on its behalf.

**E.** All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts and other documentation submitted by a respondent shall become the property of the Authority when received. Nothing submitted shall be considered confidential or proprietary.

F. The Authority reserves the right to request additional information which, in the Authority's opinion, is necessary to assure that the respondent's competence, business organization, and/or financial resources are adequate to perform in accordance with this RFP and any resultant contract.

G. The Authority may make such investigation as it sees fit to determine the ability of the respondent to perform the professional services specified herein, and the respondent shall furnish the Authority all such information and data for this purpose as requested by the Authority. The Authority reserves the right to reject any proposal if the proposal submitted by, or investigation of, such respondent fails to satisfy the Authority that such respondent is properly qualified to carry out the obligations of a subsequent contract with the Authority and to satisfactorily perform the professional services specified herein.

H. The Authority reserves the right to reject any or all proposals, waive any irregularities or defects in any proposal, and modify or postpone or terminate the project detailed herein in its entirety or with respect to any respondent, at any time, for any reason or no reason.

I. All costs and expenses incurred by a respondent in the preparation and delivery of a proposal will be the sole responsibility of the respondent. The Authority will not be liable for any amounts to any respondent in any manner, under any circumstances, including without limitation, as a result of the termination of the RFP process.

J. The receipt of proposals or other documents by respondents during any stage of the process will in no way obligate the Authority to enter into any contract with any respondent or make the Authority liable for any respondent costs. This RFP is a solicitation only and is not intended to be nor should it be construed to be an offer to enter into any contract or other agreement.

K. No respondent, team member, employee, servant, agent, advisor, consultant or representative of that respondent may communicate with any other respondent, team member, employee, servant, agent, advisor, consultant or representative of any other respondent about the preparation of proposals. Each proposal shall be prepared without any connection, knowledge, comparison of information, or arrangement with any respondent, team member, employee, servant, agent, advisor, consultant, or representative of any other respondent. Each respondent is responsible to ensure that its participation in this RFP process is conducted fairly and without collusion or fraud.

## **6. CLARIFICATION OF REQUIREMENTS, ADDENDA & MODIFICATIONS**

A. Any respondent in doubt as to the true meaning of any part of this RFP may request a clarification, interpretation and/or modification thereof from the Contact Person (as hereinafter defined). At the request of the respondent, or in the event the Authority deems the response to the request to be substantive, the clarification, interpretation and/or modification shall be made by an addendum. Requests for clarification, interpretation and/or modification must be submitted in writing to the Contact Person by 4:00 p.m. EST on Tuesday, April 12, 2016; any request received after this deadline will not be considered.

**B.** Inquiries regarding the RFP and all requests for clarification, interpretation or modification of the RFP must be directed in writing via e-mail, to Christopher Holt at [cholt@pittsburghparking.com](mailto:cholt@pittsburghparking.com) (the "Contact Person").

**C.** If any alleged errors are noted in the RFP, a respondent should immediately notify the Contact Person and, if confirmed, an addendum shall be issued.

**D.** The Authority will not accept telephone calls or any other forms of communication pertaining to this RFP, except as set forth in this Section 6.

**E.** This RFP may be updated, supplemented or amended at any time by the Authority. Any changes, additions, deletions, or clarifications to the RFP will be made by addenda issued by the Authority.

**F.** Any addendum issued by the Authority shall be considered part of the RFP.

**G.** Addenda will be sent via e-mail and regular, first class U.S. mail to the last known business address of each person/entity listed with the Authority as having received a copy of the RFP for proposal purposes. The Authority will make reasonable efforts to notify respondents in a timely manner of modifications to the RFP. Notwithstanding the foregoing, each respondent shall be responsible for ensuring that its proposal reflects any and all addenda issued by the Authority prior to the proposal due date.

## **7. CONTRACT REQUIREMENTS**

Each respondent, in its proposal, must agree to be bound by the following requirements, should it be awarded a contract in connection with this RFP:

**A.** Except for the gross negligence or willful misconduct of the Authority, respondent shall indemnify and hold harmless the Authority, its successors and assigns, from and against any and all loss, damage and liability and for any and all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person, including employees of respondent, and from and against any and all damages to property, including the property of the Authority, its successors and assigns, caused by or arising out of or claimed to have been caused by or to have arisen out of any act or omission in connection with the contract respecting this RFP, whether or not occasioned by the negligence of the Authority, respondent, or either party's agents, servants or employees. For purposes of enforcing this provision, respondent hereby waives any or all immunities it may have under the Pennsylvania Workers' Compensation Act or otherwise. This indemnification obligation shall survive termination or expiration of the contract.

**B.** Respondent shall maintain, at all times until the termination of the contract, the following insurance:

TYPE	AMOUNT
Workers Compensation	Statutory (in conformance with Pennsylvania's Worker's Compensation Act)
Contractor's Public Liability including Bodily Injury and Property Damage	Per Occurrence \$2,000,000.00
Automotive Property Damage and Bodily Injury	Per Occurrence \$2,000,000.00
Professional Errors & Omissions	Per Occurrence \$2,000,000.00
Umbrella Liability	Annual Aggregate \$2,000,000.00

**C.** Respondent shall include the Authority as an "Additional Insured" on the insurance described in this Section 7.

**D.** Respondent waives all right of subrogation against the Authority, its subsidiaries, agents, officers, directors and employees for recovery of damages to the extent covered by any insurance applicable to the project and will secure appropriate waivers from the insurers providing coverage applicable to the project.

**E.** Insurance will be written through financially responsible companies with an A.M. Best rating of A- VII or better.

**F.** By specifying the above minimum insurance requirements, the Authority does not represent that coverage and limits will necessarily be adequate to protect respondent, and such coverage limits will not be deemed as a limitation of respondent's obligations hereunder.

**8. PRE-PROPOSAL MEETING**

A mandatory pre-proposal meeting will be held on the Wednesday, March 30, 2016 at 10:00 a.m. EST at the main offices of the Authority, which are located at 232 Boulevard of the Allies, Pittsburgh, PA 15222-1616.

**9. PROPOSAL REQUIREMENTS**

Each proposal should be in the format set forth below and not exceed forty-five (45) pages and will be rated on a 100-point scale. Rating will be according to the degree to which a respondent demonstrates its capacity to satisfy the requirements set forth herein. Each proposal should include the following parts, which will be assigned the indicated point values:

**A. Cover Page:** Please prepare a cover page similar to the one shown at the beginning of this RFP. **(Total Possible Score: Pass/Fail)**

**B. Organization Qualifications:** Please organize your proposal so that it addresses each of the following items. **(Total Possible Score: 35 points)**

(i) Provide a general description of the engineering firm along with an organizational chart that identifies the individuals who will be performing the Engineering Services and key team members.

(ii) Provide a description of the qualifications, relevant experience and resume for each individual who will be providing the Engineering Services. Briefly outline the roles of each such individual in providing the Engineering Services.

(iii) Describe the Engineer's availability to expedite field surveys and documentation in order to meet the Authority's deadlines related to the Engineering Services.

(iv) Provide a list of relevant projects and references (including name, title, address, telephone number and e-mail address) from organizations that can attest to the relevant qualifications and capabilities of your organization.

(v) Describe your organization's Pennsylvania presence. State the number of full-time employees from your organization who are based in Pittsburgh and the location of your offices in Pennsylvania

**C. Fee Proposal:** Please organize your proposal so that it addresses each of the following items. **(Total Possible Score: 30 points)**

(i) Provide a schedule that reflects your proposed hourly pricing mode for providing the Engineering Services, organized by level of experience as outlined in Exhibit "D".

(ii) Provide a maximum "not-to-exceed" price for providing the Engineering Services, which should include (a) a description of any incidental expenses that you propose the Authority bear; and (b) an itemized break down of types of anticipated expense reimbursements, if any, as outlined in Exhibit "E".

(iii) Respondents should also provide rates for other job title/classifications of their firm (Sub-Consultants) that may be utilized during the contract term. Additional copies of Exhibit "D" can be submitted for sub consultant's listings.

**D. Financial Statements and Bonding:** Provide for each of the three (3) consecutive full fiscal years of the respondent prior to the date of this RFP a balance sheet and the related statement of income and cash flows. Each financial statement must be certified by a reputable certified public accounting firm as being prepared in accordance with GAAP and as accurately presenting the financial position of the respondent, subject to any notes contained in the financial statement.

In addition, submit a signed letter from an insurance and/or broker stating that such broker has reviewed the insurance requirements contained in the Agreement and in this RFP and that the respondent will be able to obtain and maintain the insurance and bonding required under the Agreement and this RFP. **(Total Possible Score: Pass/Fail)**

**E. Value Added Items:** Provide a detailed list of value added items that the respondent is offering (at no additional cost) that would enhance the goods or services requested in this RFP. **(Total Possible Score: 10 points)**

F. MBE/WBE Participation: The Authority is committed to providing equal employment opportunities to minorities and women and equal opportunities for business growth and development to minority and women entrepreneurs. To that end, the Authority requires that all contractors and subcontractors performing work for the Authority demonstrate a good faith effort to obtain the participation of minority and women business enterprises in the work to be performed for the Authority and to employ minorities and women during performance of the work. It is the Authority's objective to obtain minority and women's participation in its contracts with the goal being 25% of the contract amount expended for minority participation and 10% of the contract amount expended for women's participation. The Authority promotes the full utilization of subcontracting activities to ensure a successful Minority and Women's Participation Plan. Provide tangible evidence that your organization has made a good faith effort to satisfy these goals. Respondents can contact the Pennsylvania Unified Certification Program (PAUCP) at their website [www.paucp.com](http://www.paucp.com) for listings of certified professional services. Please refer to Exhibit "F" of the RFP. **(Total Possible Score: 15 points)**

G. Prior Authority Experience: Explain any substantive prior work experience with the Authority. **(Total Possible Score: 10 points)**

## 10. EVALUATION AND SELECTION

A. The Authority will form a selection committee (the "Selection Committee") to review and recommend proposals. The Board of Directors of the Authority has the final authority, in its sole and absolute discretion, for authorizing a contract with the Authority.

B. A shortlist of respondents may be scheduled for a structured oral presentation or interview and for discussions regarding best and final offers. Any such presentations shall be at no cost to the Authority. The Authority also reserves the right to visit the respondent's facilities. The oral interview may be recorded or videotaped by the Authority. At the end of the oral presentation/interview process, if any, any shortlisted respondents may be required to submit revised proposals to be reviewed again in accordance with Section 9 and this Section 10. Subject to the other terms and conditions of this RFP, the successful respondent will be recommended for contract negotiation.

C. The Authority anticipates executing a contract with the successful respondent within fifteen (15) days following award of the contract.

**[EXHIBITS TO FOLLOW]**

**EXHIBIT "A" & "B"**

**LIST OF PARKING FACILITIES**

**EXHIBIT "A" TO RFP**

**ADDRESSES OF GARAGE FACILITIES**

<b>PPAP GARGAGES FACILITY NAME &amp; ADDRESS</b>	
<i>ELEVEN (10) GARAGE FACILITIES AND TWO (2) PARKING PLAZAS</i>	
<b>Third Avenue Garage</b> 238 Fourth Avenue Pittsburgh, PA 15222-1708	<b>Ft. Duquesne &amp; Sixth Garage</b> 120 Sixth Street Pittsburgh, PA 15222
<b>Smithfield Liberty Garage</b> 629 Smithfield Street Pittsburgh, PA 15222	<b>First Avenue Garage and Station</b> 600 First Avenue Pittsburgh, PA 15219
<b>Grant Street Transportation Center</b> 55 Eleventh Street Pittsburgh, PA 15222	<b>Wood Allies Garage</b> 228 Boulevard of the Allies Pittsburgh, PA 15222
<b>Mellon Square Garage</b> 500 Smithfield Street Pittsburgh, PA 15222	<b>Shadyside Garage</b> 714 Bellefonte Street Pittsburgh, PA 15232
<b>Forbes Semples Garage</b> 210 Meyran Avenue Pittsburgh, PA 15213	<b>Mon Wharf (Parking Plaza)</b> 1 Fort Pitt Boulevard Pittsburgh, PA 15219
<b>Oliver Garage</b> 301 Fifth Avenue Pittsburgh, PA 15222	<b>Second Avenue (Parking Plaza)</b> 1250 Second Avenue Pittsburgh, PA 15222

EXHIBIT "B"

ADDRESSES OF PARKING LOTS

<b>PPAP LOTS</b>		
<b>FACILITY NAME &amp; ADDRESS</b>		
<i>THIRTY-ONE (31) LOT LOCATION</i>		
<b>12<sup>TH</sup> &amp; East Carson Street Lot</b> 1217 Carson Street Pittsburgh, PA 15203	<b>18<sup>th</sup> &amp; Carson Street Lot</b> (Vietnam Veterans Memorial Lot) 1800 East Carson Street Pittsburgh, PA 15203	<b>18<sup>th</sup> &amp; Sidney Street Lot</b> 18 <sup>th</sup> & Sidney Streets Pittsburgh, PA 15203
<b>19<sup>th</sup> &amp; Carson Street Lot</b> 1916 Carson Street Pittsburgh, PA 15203	<b>20<sup>th</sup> &amp; Sidney Street Parking Lot</b> 20 <sup>th</sup> & Sidney Streets Pittsburgh, PA 15203	<b>42<sup>nd</sup> &amp; Butler Street lot</b> 4200 Butler Street Pittsburgh, PA 15201
<b>Ansley/Beatty Lot</b> 121 Beatty Street north Pittsburgh, PA 15221	<b>Asteroid/Warrington Lot</b> 65 Asteroid Way Pittsburgh, PA 15210	<b>Beacon/Bartlett Lot</b> 5737 Beacon Street Pittsburgh, PA 15217
<b>Beechview Avenue Lot</b> 1541 Beechview Avenue Pittsburgh, PA 15216	<b>Brookline Blvd. Lot</b> 916 Brookline Blvd. Pittsburgh, PA 15226	<b>Brownsville/Sankey Lot</b> 2702 Brownsville Road Pittsburgh, PA 15227
<b>Butler Street Plaza</b> 5224 Butler Street Pittsburgh, PA 15201	<b>Douglas/ Phillips Lot</b> 5819 Phillips Avenue Pittsburgh, PA 15217	<b>East Ohio Street Lot</b> 529 Foreland Street Pittsburgh, PA 15212
<b>Eva/Beatty</b> 120 South Beatty Street Pittsburgh, PA 15206	<b>Forbes/Murray (Library Lot)</b> 5801 Forbes Avenue Pittsburgh, PA 15217	<b>Forbes/Shady Lot</b> 1648 Shady Avenue Pittsburgh, PA 15217
<b>Friendship/Cedarville Lot</b> 203/233 Cedarville Pittsburgh, PA 15224	<b>Homewood Zenith lot</b> Kelly & Zenith Streets Pittsburgh, PA 15208	<b>Ivy/Bellefonte Lot</b> 726 Ivy Street Pittsburgh, PA 15232
<b>JCC/Forbes Lot</b> 5738 Forbes Avenue Pittsburgh, PA 15217	<b>Main/Alexander Lot</b> 431 Main Street Pittsburgh, PA 15220	<b>Observatory Hill</b> 3901-3915 Perrysville Ave. Pittsburgh, PA 15214
<b>Penn Circle N.W Lot</b> 5900 Penn Circle North Pittsburgh, PA 15206	<b>Sheridan/Harvard Lot</b> 6226 Harvard Street Pittsburgh, PA 15206	<b>Sheridan/Kirkwood Lot</b> 6117 Kirkwood Street Pittsburgh, PA 15206
<b>Shiloh Parking Plaza</b> 118 Virginia Avenue Pittsburgh, PA 15211	<b>Tamello/Beatty Lot</b> 135 Tamello & Beatty Pittsburgh, PA 15206	<b>Taylor Street Lot</b> Taylor Street & Corday Way Pittsburgh, PA 15224
<b>Walter/Warrington Lot</b> Walter & Warrington Avenue Pittsburgh, PA 15210		

**EXHIBIT "C" TO RFP**

**SCOPE OF WORK FOR PROFESSIONAL SERVICES**

## EXHIBIT "C" TO RFP

### SCOPE OF WORK FOR PROFESSIONAL SERVICES

**D.** Scope of work shall include professional consulting services pertaining to the Parking System located within the greater Pittsburgh area (Refer to Exhibits "A" and "B" for a list of garage and surface lot facility locations). Professional consulting services may include renovations, repairs, engineering studies, facility assessments and replacements, analysis and recommended repairs of existing facility Mechanical, Electrical and Plumbing (MEP) systems, and other work as required. The contract for these retained consulting services will be for work performed on projects initiated during the Authority's 2016 Fiscal Year through 2019 and as established by a pre-determined percentage threshold based upon projects estimated under \$250,000.00.

- On any individual project, consultants may be required to work with staff personnel or other professionals employed by the Authority. All work for any given project requiring retained consulting services will be coordinated with and approved by Christopher Holt, Director of Project Management.
- Proposals should be based upon providing any or all of a full range of services including advice, special studies, design, cost estimating, drafting, production of contract documents, contract administration, field observation, and preparation of record drawings at the conclusion of a construction project. Fees incurred by the Authority for retained consulting services will be paid on an hourly basis to the consultant for their type of work and the qualifications of the professional providing the services as stated in your proposal. Therefore, proposals should include a statement that defines all discipline(s) that your firm is capable of providing (architecture, engineering, etc.) and fee variations if applicable. Also, please include the basis upon which you will bill reimbursable expenses.
- Upon receipt of a Retained Services Contract, and if selected to provide consulting services, you will be requested to submit an estimate of fees for each specific project based upon the hourly rate and expenses stated in your proposal in the form of a "not-to-exceed" total amount. This total amount shall be inclusive of both fees and reimbursable expenses. The Authority will provide reimbursement for expenses only upon submittal of any bills and/or receipts for such expenses.
- All consultants who enter into an agreement to perform services under a Retained Services Contract are expected to perform services in compliance with all applicable current codes and regulations.
- Consultants who enter into agreement to provide consulting services for the Authority shall be responsible for the development and distribution of any relevant meeting minutes for the Project. Meeting minutes shall be distributed by either hard copy and/or e-mail.

**EXHIBIT "D" TO RFP**

**FEE PROPOSAL**

EXHIBIT "D" TO RFP

FEE PROPOSAL

**PUBLIC PARKING AUTHORITY OF PITTSBURGH**  
**Fee Proposal Form**  
**Request for Proposals: Professional Architectural/Engineering**

Firm Name: \_\_\_\_\_

HOURLY BILLING RATES							
	Proposed Staff (Please List)	Position	Base Hourly Rates	O/H and Fringes Multiplier	Hourly Billing Rates	Profit %	Total hourly Billing Rates
1		Principal					
2		Registered Architect/Professional Engineer					
3		Architect/Engineer Intern					
4		CADD Operator					
5		Field Engineer/Construction Administrator					
6		Clerical					

**EXHIBIT "E" TO RFP**  
**REIMBURSABLE EXPENSES**

**(See Attached)**

EXHIBIT "E" TO RFP

REIMBURSABLE EXPENSES

**PUBLIC PARKING AUTHORITY OF PITTSBURGH**  
**Reimbursable Expenses**  
**Request for Proposals: Professional Architectural/Engineering**

REIMBURSABLE EXPENSES		
	ITEM	\$ AMOUNT
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
	<b>TOTAL</b>	<b>\$</b>

**EXHIBIT "F" TO RFP**

**MWDBE PARTICIPATION COMMITMENT FORMS**

**(See Attached)**

**EXHIBIT "F" TO RFP**

**MWDBE PARTICIPATION COMMITMENT FORMS**

MBE/WBE SOLICITATION STATEMENT

RESPONDENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PROPOSAL FOR: \_\_\_\_\_

List Certified MBE/WBE that you have solicited and those you have commitments to in reference to your Proposal.

Company Name & Certification	Address	Telephone	M B E	W B E	Contact Person	Date Contacted		Type of Transaction	
						Mail	Phone	Joint Venture	Sub-Contractor

Prepared by: \_\_\_\_\_



**EXHIBIT "G" TO RFP**  
**FORM OF CONTRACT**

(See attached)

FORM OF CONTRACT

THIS CONTRACT IS MADE as of \_\_\_\_\_, \_\_\_\_\_, 2016, by and between the PUBLIC PARKING AUTHORITY OF PITTSBURGH, (hereinafter 'Authority') with offices at 232 Boulevard of the Allies, Pittsburgh, PA 15222, and \_\_\_\_\_, (hereinafter "Consultants") with offices at \_\_\_\_\_.

WITNESSETH:

WHEREAS, the Authority solicited proposals for professional services from firms for the provision of **On-Call Engineering/Architectural Consultants** (the "Proposal"); and

WHEREAS, the Consultant submitted to the Authority a Proposal for Provision of **On-Call Engineering/Architectural Consultants** (the "Proposal"); and

WHEREAS, the Authority awarded this Contract to Consultant based upon its Proposal and subsequent negotiations; and

WHEREAS, Consultant and the Authority desires to enter into this Contract to set forth the terms and conditions under which the Consultant shall perform on-call services that include those of Architects, Engineers and other professionals as may be required for various maintenance and capital improvement projects of Authority owned facilities (collectively the "Parking System").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. **Definition of On-Call Engineering/Architectural Consultant:** The term **On-Call Engineering/Architectural Consultant**, as used in this Contract shall mean the Consultant's performance, in a prompt and first-class manner, of providing any or all of a full range of services including advice, special studies, design, cost estimating, drafting, production of contract documents, contract administration, field observation, and preparation of record drawings at the conclusion of a construction project.

In addition, Professional consulting services may include renovations, repairs, engineering studies, facility assessments and replacements, analysis and recommended repairs of existing facility mechanical, electrical, plumbing (MEP) and life safety systems and other work as required.

2. **Definitions of Contract,** The tem "Contract Documents" attached hereto as **Exhibit A** means the documents listed below:
  - a. Request for Proposal for professional services On-Call Engineering/Architectural Consultant.
  - b. The Proposal for professional engineering services
  - c. Fee Proposal
  - d. This Contract;
3. **Term of Contract.** The term of this Contract shall commence on \_\_\_\_\_, 2016 and shall be completed on \_\_\_\_\_, 2019. The Authority shall have the option to extend the

contract for one (1) additional year two times by giving the consultant written notice of extension no later than thirty (30) days prior to the expiration date.

4. Contract Retention. Ten (10%) percent of the value of the Fee Proposal shall be retained by the Authority until the Consultant submits an application, verified by the Director of Project Management that the work has reached substantial completion. All amounts retained by the Authority and not otherwise held by the Authority or previously paid over to the Consultant shall be included in the final payment.
5. Performance of On-Call Engineering/Architectural Consultant, The services to be provided is as set forth by this Contract which is incorporated by reference herein.
  - a. The Consultant shall be responsible for the professional quality, technical skill, and timely completion of all Services furnished by the Consultant under this Agreement.
  - b. The Authority will cooperate with the Consultant in the performance by the Consultant of the services hereunder, including, without limitation, providing the Consultant with timely access to data, information, facilities and personnel of the Authority. The Authority will be responsible for the performance of its employees and agents.
  - c. The relationship of the Consultant to the Authority will be that of an independent Consultant. No employer/employee relationships shall be deemed to be established and the Consultant, its agents, sub Consultants, and employees shall be independent Consultants at all times. Neither party will act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create an obligation on behalf of, or in the name of, the other.
6. Contract Price. The Authority shall pay Consultant in immediately available funds for the execution, performance and completion of **On-Call Engineering/Architectural Consultant**. This system shall be performed to the satisfaction of the Authority in accordance with the prices set forth in the Fee Proposal attached hereto as part of the **Exhibit A (the "Contract")** with a pre-determined percentage threshold based upon projects estimated under \$250,000.00 unless both parties have agreed to an alternate amount in writing.
7. Termination. In the event the Consultant (i) fails to provide **On-Call Engineering/Architectural Consultant** as described in the Contract Documents; (ii) breaches any of the terms, provisions or conditions contained in this Contract; or (iii) breaches any of the terms, provisions or conditions contained in any other contract by and between the Consultant and the Authority, the Authority shall be entitled to terminate this Contract by giving written notice thereof to the Consultant. The notice of termination shall state the effective date of such termination. Failure to meet the terms set forth in this Section 7 will result in immediate termination.

IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year first above written.

\_\_\_\_\_  
Consultant

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Public Parking Authority of Pittsburgh

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Christopher Holt

David G. Onorato, CAPP

**Director of Project Management**  
Title

**Executive Director**  
Title